

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

John Van Stry,

Plaintiff,

v.

Travis Robert McCrea and Francisco
Humberto Dias doing business as
“Frantech Solutions,”

Defendants.

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Case No. 2:19-cv-00104-WCB

Jury

ORDER RE MOTION FOR DEFAULT JUDGEMENT
AGAINST DEFENDANT TRAVIS ROBERT MCCREA

Having considered Plaintiff John Van Stry’s MOTION FOR DEFAULT JUDGEMENT AGAINST DEFENDANT TRAVIS ROBERT MCCREA, the Court hereby FINDS as follows:

1. The Plaintiff is Mr. John Van Stry.
2. The Defendant is Mr. Travis Robert McCrea, residing at 2140 Waterloo Street, Vancouver, British Columbia, Canada.
3. The Court has jurisdiction over the subject matter of this case and of the parties.
4. Venue is proper in this Judicial District.
5. The Complaint states claims for copyright infringement against Defendant. 17 U.S.C. § 101 *et seq.*

6. Defendant served the summons and complaint April 26, 2019. [# 7–1].
7. Defendant’s date to answer was due May 17, 2019.
8. Defendant has not filed an answer or otherwise responded.
9. Defendant has defaulted. [#8]
10. Defendant is not a minor, incompetent person, or in active military service.
11. By reason of default, Defendant has admitted the truth of the allegations in Plaintiff’s Complaint.
12. Under Count I of the Complaint, Defendant is found liable to Plaintiff for willfully committing direct, contributory, and vicarious copyright infringement of the following books with the following copyright registration numbers (collectively “Works”):
 - a. Portals of Infinity: Book One: Champion for Hire (TX 8-534-555)
 - b. Perfect Strangers (TX 8-534-527)
 - c. Portals of Infinity: Kaiju (TX 8-535-352)
 - d. Portals of Infinity: Book Two: The God Game (TX 8-534-525)
 - e. Portals of Infinity: Book Three: Of Temples and Trials (TX 8-534-507)
 - f. Portals of Infinity: Book Four: The Sea of Grass (TX 8-537-018)
 - g. Portals of Infinity: Book Five: Demigods and Deities (TX 8-578-983)
 - h. Portals of Infinity: Reprisal (TX 8-535-349)
 - i. When It Falls (TX 8-536-055)
 - j. Stand On It (TX 8-536-059)
 - k. Black Friday (TX 8-534-520)
 - l. Over Our Heads (TX 8-535-183)
13. Defendant will continue to cause Plaintiff irreparable injury since there exists a continuing threat of violation of Plaintiff’s exclusive rights under the Copyright laws, including the rights to reproduce,

redistribute, and display the copyrighted works through any ebook-sharing website under Defendant's operation or control where Defendant will continue to facilitate, instruct, encourage and solicit anonymous users to upload and download Plaintiff's works between and among users without Plaintiff's authorization.

14. Entry of a permanent injunction against Defendant is in the public interest as it preserves the integrity of copyright laws which encourage individual effort and creativity by granting valuable enforceable rights.
15. Pursuant to FED. R. CIV. P. 65(d), this Default Judgment shall be binding upon Defendant and all persons in active concert and participation with Defendant who receives actual notice of this Judgment.
16. Plaintiff has submitted a declaration demonstrating that Plaintiff has expended a total of \$26,600.00 in attorneys' fees and \$400.00 in costs with respect to Defendant, an amount this Court finds reasonable.
17. Accordingly, it is ORDERED and ADJUDGED that:
 - a. Defendant shall pay Plaintiff the sum of \$15,000 in statutory damages per each of the twelve infringed works, a statutory damages total of \$180,000.00, as authorized under 17 U.S.C. § 504(c)(1)–(2), and \$26,600.00 for attorneys' fees and \$400.00 for costs, as authorized by 17 U.S.C. § 505;
 - b. Defendant shall pay to plaintiff post-judgment interest at the current legal rate allowed pursuant to 28 U.S.C. § 1961 from the date of this Default Judgment until the date of its satisfaction;

- c. Defendant is permanently enjoined from directly, contributorily or indirectly infringing Plaintiff's rights in the twelve works and any other titles by the same Author, except pursuant to a lawful license granted by Plaintiff or with Plaintiff's express authority.
- d. Defendant is required to destroy all copies of the Works or other titles by the same Author which Defendant has downloaded onto any computer or electronic device without Plaintiff's authorization.
- e. Those in privity with Defendant and those with notice of the injunction, including, without limitation, any caching service; proxy service; website hosting service; email service; search engine or ad-word provider; social media platform; or payment processing provider shall: (i) disable and cease providing services being used by Defendant, currently or in the future, to engage or encourage in the copying and distribution Works or other titles by the same Author; (ii) disable and cease displaying any advertisements used by or associated with Defendant in connection with the copying and distribution, or encouragement of the copying and distribution, of the Works or other titles by the same Author; and (iii) take all steps necessary to prevent links to the Defendant's accounts or websites, which distribute or encourage the copying and distribution of Works or other titles by the same author, from displaying in search results, and removing such links from any search index.

Furthermore, the Court shall retain continuing jurisdiction over this action to entertain further proceedings and to enter further orders as may be required or appropriate to implement or enforce the provisions of this Judgment.

